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*Attorneys for SHLD Lendco, LLC*

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

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In re:	)	
	)	Chapter 11
SEARS HOLDINGS CORPORATION, <i>et al.</i> ,	)	
	)	Case No. 18-23538 (RDD)
	)	
Debtors. <sup>1</sup>	)	
	)	

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**NOTICE OF APPEARANCE AND DEMAND FOR SERVICE OF PAPERS**

PLEASE TAKE NOTICE that, pursuant to Bankruptcy Code § 1109(b) and Bankruptcy Rules 2002, 9007, and 9010, Cahill Gordon & Reindel LLP, on behalf of SHLD

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<sup>1</sup> Upon information and belief, the Debtors in these Chapter 11 cases, along with the last four digits of each of their federal tax identification number, are as follows: Sears Holdings Corporation (0798); Kmart Holding Corporation (3116); Kmart Operations LLC (6546); Sears Operations LLC (4331); Sears, Roebuck and Co. (0680); ServiceLive Inc. (6774); A&E Factory Service, LLC (6695); A&E Home Delivery, LLC (0205); A&E Lawn & Garden, LLC (5028); A&E Signature Service, LLC (0204); FBA Holdings Inc. (6537); Innovel Solutions, Inc. (7180); Kmart Corporation (9500); MaxServ, Inc. (7626); Private Brands, Ltd. (4022); Sears Development Co. (6028); Sears Holdings Management Corporation (2148); Sears Home & Business Franchises, Inc. (6742); Sears Home Improvement Products, Inc.(8591); Sears Insurance Services, L.L.C. (7182); Sears Procurement Services, Inc. (2859); Sears Protection Company (1250); Sears Protection Company (PR) Inc. (4861); Sears Roebuck Acceptance Corp. (0535); Sears, Roebuck de Puerto Rico, Inc. (3626); SYW Relay LLC (1870); Wally Labs LLC (None); Big Beaver of Florida Development, LLC (None); California Builder Appliances, Inc. (6327); Florida Builder Appliances, Inc. (9133); KBL Holding Inc. (1295); KLC, Inc. (0839); Kmart of Michigan, Inc. (1696); Kmart of Washington LLC (8898); Kmart Stores of Illinois LLC (8897); Kmart Stores of Texas LLC (8915); MyGofer LLC (5531); Sears Brands Business Unit Corporation (4658); Sears Holdings Publishing Company, LLC. (5554); Sears Protection Company (Florida), L.L.C. (4239); SHC Desert Springs, LLC (None); SOE, Inc. (9616); StarWest, LLC (5379); STI Merchandising, Inc. (0188); Troy Coolidge No. 13, LLC (None); BlueLight.com, Inc. (7034); Sears Brands, L.L.C. (4664); Sears Buying Services, Inc. (6533); Kmart.com LLC (9022); and Sears Brands Management Corporation (5365). The location of the Debtors' corporate headquarters is 3333 Beverly Road, Hoffman Estates, Illinois 60179.

Lendco, LLC (“SHLD”), as a lender under the Debtors’ IP/Ground Lease Term Loan, hereby appears in these Chapter 11 cases.

PLEASE TAKE FURTHER NOTICE that, pursuant to Bankruptcy Code § 1109(b), all pleadings, documents, and notices (including, without limitation, not only those pleadings, documents, and notices referred to in Bankruptcy Rule 2002, but also any orders, applications, motions, petitions, requests, complaints, answers, replies, schedules of assets or liabilities, statements of financial affairs, operating reports, plans of reorganization, disclosure statements, or demands, whether formal or informal, whether written or oral, and whether transmitted or conveyed by mail, hand delivery, telephone, facsimile, e-mail, or otherwise) filed, given, or to be given in the Debtors’ cases should be given and served upon Cahill Gordon & Reindel LLP, Eighty Pine Street, New York, New York 10005 (Attn: Joel H. Levitin, Esq., and Richard A. Stieglitz Jr., Esq., at [jlevitin@cahill.com](mailto:jlevitin@cahill.com) and [rstiegltz@cahill.com](mailto:rstiegltz@cahill.com)) on behalf of SHLD.

PLEASE TAKE FURTHER NOTICE that neither this notice, any subsequent appearance (by pleading or otherwise), nor any participation in or in connection with the Debtors’ Chapter 11 cases is intended to be, or shall be construed as (a) a waiver of SHLD’s right to assert that 28 U.S.C. § 157(b) is unconstitutional; (b) consent or submission by SHLD, or waiver of SHLD’s right to object to, the jurisdiction of this Court for any purpose; (c) a waiver of SHLD’s right to have final orders in non-core matters entered only after *de novo* review by a District Court; (d) a waiver of any right of SHLD to trial by jury; (e) a waiver of SHLD’s right to have the reference withdrawn by a District Court for any matter involving SHLD or to assert that the reference has already been withdrawn; or (f) SHLD’s right to have any unliquidated portions of any claim determined by an applicable state court, all of which rights are expressly reserved.

PLEASE TAKE FURTHER NOTICE that this notice is without prejudice to any other rights, claims, actions, defenses, setoffs, or recoupments under agreements, in law, in equity, or otherwise, all of which rights, claims, actions, defenses, setoffs, and recoupments against any of the Debtors or any other entity either in these cases or in any other action are expressly reserved.

Dated: New York, New York  
October 15, 2018

Respectfully submitted,

CAHILL GORDON & REINDEL LLP

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